

COMPARED

MORTGAGE RECORD NO. 456

#240052 NS

609
615

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Fred Chevalier and Dora Chevalier, his wife
of Tulsa, County, Oklahoma, part 1es of the first part, ha s
mortgaged and hereby mortgage to E. G. Cunningham,
of part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lots Number Fifty Nine (59) and Sixty (60) in Block
Number Seven (7) Colledge View Addition to Tulsa, Tulsa
County, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received 208 and issued
Receipt No. 1526 for a payment of mortgage
tax on the within mortgage.

Dated this 15 day of Sept. 1923

W. W. [Signature]

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Five Hundred - - - - - (\$500.00) - - - - - DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from Date
according to the terms of Two certain promissory note s described as follows, to-wit:

Two note of even date herewith for Two Hundred and Fifty
Dollars (\$250.00 Each. First Note due on or before One
year from date, Second note due on or before two years from
date.

This mortgage is given subject to a first and prior mortgage
of Twenty Five Hundred Dollars (\$2500.00) to the Tulsa Building
and Loan Association, a corporation.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1es hereby
covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair
and not to commit or allow waste to be committed upon the premises. and to insure and keep insured in favor of
second party, buildings on said premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mort-
gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part Y shall be entitled to the immediate pos-
session of the premises and all the rents and profits thereof.

Said part 1es of the first part hereby agree, that in the event action is brought to foreclose this mortgage, - - - - - will pay a
reasonable attorney's fee of (\$10.00) Ten - - - - - DOLLARS
which this mortgage also secures. and Ten per cent.

Part 1es of the first part, for said consideration, do - - - - - hereby expressly waive appraisalment of said real estate and all benefit of
the homestead, exemption and stay laws in Oklahoma.

Dated this 13 day of September, 1923

Fred Chevalier SEAL

Dora Chevalier, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - - a Notary Public in and for said County and State on this 13th
day of September, 1923, personally appeared Fred Chevalier and Dora Chevalier,

to me known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executed
the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.
My commission expires January 10th, 1927. (SEAL) R. M. Alderson, Notary Public

I hereby certify that this instrument was filed for record in my office on 14 day of Sept. A. D., 1923
at 3:15 o'clock P. M. Book 430, Page 609

By Brady Brown Deputy. (SEAL) O. C. Weaver, County Clerk